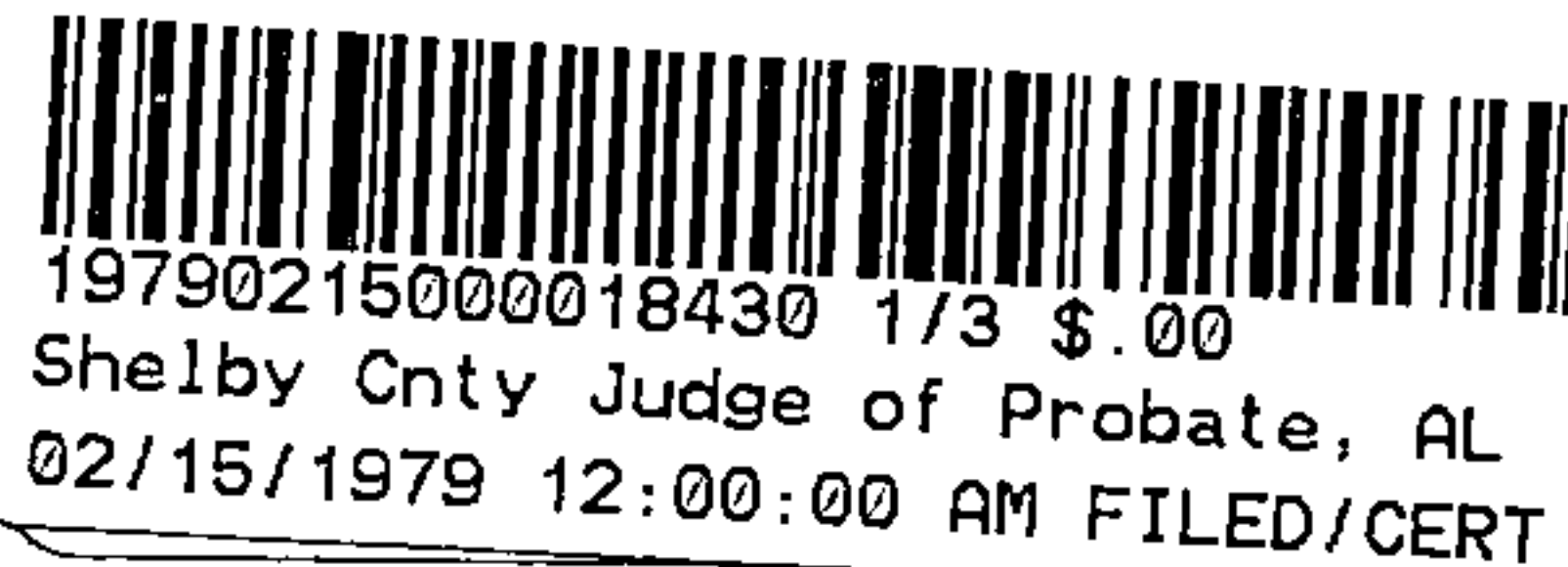


STATE OF ALABAMA

SHELBY COUNTY



NOW, THEREFORE, the undersigned does by these presents file the following protective covenants which covenants are to run with the land and shall be binding on all parties and all persons claiming under them. Said covenants and restrictions are as follows:

Land Use and Building Type

1. All lots in the subdivision shall be used as residential lots. No structures shall be erected, altered, placed or permitted to remain on any residential building lot other than detached single family dwelling not to exceed two stories in height, a private garage and other outbuildings incidental to residential use.

Size

2. The ground floor area of the main structures, exclusive of one-story open porches and garages, shall not be less than 1200 square feet for a one-story dwelling, nor less than 600 square feet for a dwelling of more than one story.

Building Location

3. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 75 feet to the front lot line, or nearer than 40 feet to any side street line. No building shall be located nearer than 25 feet to an interior lot line, except that a five foot minimum side yard shall be permitted for a garage or other permitted accessory building. No dwelling shall be located on any interior lot nearer than 50 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

Lot Area and Width

4. No dwelling shall be erected or placed on any lot having a width of less than 100 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than one-half acre.

Nuisances

5. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.

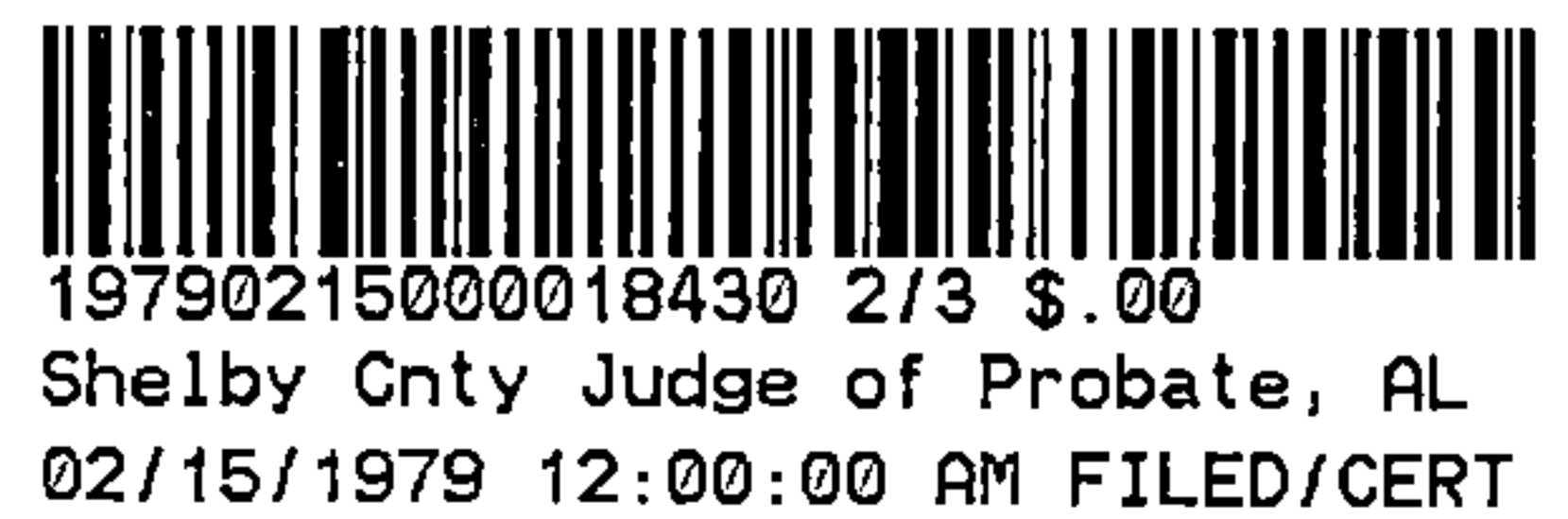
Temporary Structures

6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

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BOOK

Thacker Laddis et al
Jack Thompson



Signs

7. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

Oil and Mining Operations

8. No oil drilling, oil development, operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Livestock and Poultry

9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, horses or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes.

Garbage and Refuse Disposal

10. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste, shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Sewage Disposal

11. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of both state and local public health authorities.

Subdivision

12. No lot shall be subdivided without the prior written approval of the Shelby County Planning Commission.

Term

13. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

Enforcement

14. Enforcement shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Severability

15. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

This the 15th day of February, 1979.

Two handwritten signatures are present, each followed by a horizontal line. The first signature is written in cursive and appears to be 'William H. ...'. The second signature is also in cursive and appears to be 'William H. ...'.

STATE OF ALABAMA

JEFFERSON

COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Gail W. Crawford and husband, William H. Crawford whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15th day of February, 197 9.

Notary Public

Tach / Henderson

STATE OF ALABAMA

COUNTY



19790215000018430 3/3 \$.00
Shelby Cnty Judge of Probate, AL
02/15/1979 12:00:00 AM FILED/CERT

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that whose name as President of is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of the said instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this _____ day of _____, 197 _____.

Notary Public

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1979 FEB 15 PM 3:36

Thomas A. Snowdon, Jr.
JUDGE OF PROBATE

Rec - 4.50
Int. 10.00
5.50

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